

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TRUSTEES OF THE PENSION FUND
FOR NURSING HOME AND
HEALTH CARE EMPLOYEES
PHILADELPHIA AND VICINITY,
1319 Locust Street
Philadelphia, PA 19107-5405

Plaintiff,

v.

IVY HILL POST ACUTE NURSING &
REHABILITATION LLC
1401 Ivy Hill Road
Philadelphia, PA 19150

Defendant.

**COMPLAINT
CIVIL ACTION NO.**

**(TO COLLECT AMOUNTS DUE TO BENEFIT FUNDS; FOR BREACH OF A
COLLECTIVE BARGAINING AGREEMENT; AND FOR EQUITABLE RELIEF)**

Parties

1. The Pension Fund for Nursing and Health Care Employees, Philadelphia and Vicinity Area (“Pension Fund”) is a multiemployer employee benefit plan as those terms are defined in Sections 3(3) and (37) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1002(3) and (37). The Pension Fund was established and is maintained according to the provisions of its Restated Agreement and Declaration of Trust. The Pension Fund is administered at 1319 Locust Street, Philadelphia, PA 19107. The Trustees are the designated fiduciaries as defined in § 3(21) of ERISA, 29 U.S.C. § 1002(21).

2. Ivy Hill Post Acute Nursing & Rehabilitation LLC (“Ivy Hill”) is a Pennsylvania limited liability company existing under Pennsylvania laws with offices located at 1401 Ivy Hill Road, Philadelphia, PA 19150.

3. Ivy Hill transacts business in Pennsylvania as a nursing home provider in the healthcare industry and at all relevant times herein was an “employer in an industry affecting commerce” as defined in Sections 3(5), (9), (11), (12) and (14) of ERISA, 29 U.S.C. §§ 1002(5), (9), (11), (12) and (14); and Section 3 of the Multiemployer Pension Plan Amendments Act of 1980, 29 U.S.C. § 1001a.

4. At all relevant times, Ivy Hill was and is signatory and bound to a Collective Bargaining Agreement between Ivy Hill and District 1199C of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Jurisdiction

5. This Court has jurisdiction of this action under Sections 502 and 515 of the Employee Retirement Income Security Act of 1974 (as amended) (“ERISA”), 29 U.S.C. §§ 1132 and 1145, under Sections 301(a) and (c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185(a) and (c), and supplemental jurisdiction for any state law claims under 28 U.S.C. Section 1367(a). This is an action to enforce an employer’s contractual obligation to submit monthly contribution reports and payments, and other contributions pursuant to a Collective Bargaining Agreement, and for appropriate equitable relief.

6. Venue is proper in this district pursuant to Sections 502(e)(2) of ERISA, 29 U.S.C. § 1132(e), and Sections 301(a) and (c) of the LMRA, 29 U.S.C. § 185(a) and (c), as the district in which the Plaintiff is located and administered.

7. This Court has personal jurisdiction over the Defendant pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), and Sections 301(a) and (c) of the LMRA, 29 U.S.C. § 185(a) and (c).

COUNT I

(AMOUNTS OWED TO PLAINTIFF FOR UNPAID CONTRIBUTIONS)

8. The Pension Fund hereby restates and incorporates by reference the allegations set forth in paragraphs 1 through 7 as if fully set forth in Count I.

9. Pursuant to its Collective Bargaining Agreement, Defendant Ivy Hill agreed to report and pay to the Pension Fund a percentage of the gross pay received by eligible non-probationary employees for Defendant's employees covered by the Collective Bargaining Agreement.

10. Defendant Ivy Hill employed certain employees covered by the Collective Bargaining Agreement but failed to report and pay the amounts when due to the Pension Fund for work performed in March 2025 through the present as required by the Collective Bargaining Agreement, and the Pension Fund's Restated Agreements and Declarations of Trust.

11. The Pension Fund's Restated Agreements and Declarations of Trust provide that an employer who fails to pay the amounts required when due shall be obligated to pay, in addition to the contributions owed, liquidated damages plus interest from the date due through the date of payment.

12. The Pension Fund's Restated Agreements and Declarations of Trust also provide for reasonable attorneys' fees and court costs.

WHEREFORE, the Plaintiff prays judgment on Count I as follows:

1. That the Court find Defendant Ivy Hill Post Acute Nursing & Rehabilitation LLC liable in the amount of contributions, interest, liquidated damages, attorney's fees, costs, and any

other amounts owed under the Collective Bargaining Agreement and Restated Trust Agreement to the Plaintiff from March 2025 to date and through the date of judgment;

2. For all contributions and liquidated damages which become due or owing subsequent to the filing of this action, or which have yet to be reported, through the date of judgment, plus costs, interest and reasonable attorneys' fees and costs, pursuant to 29 U.S.C. § 1132(g) (2) (C) (ii), and the Restated Trust Agreement;
3. To enter judgment against Defendant Ivy Hill Post Acute Nursing & Rehabilitation LLC in the amount of reasonable attorney's fees and costs incurred by the Plaintiff in bringing this action;
4. For such further relief as the Court may deem appropriate.

Respectfully submitted,

Date: July 10, 2025

s/ Andrew Costa-Kelser
Andrew Costa-Kelser, Bar No. 314865
O'DONOGHUE & O'DONOGHUE LLP
325 Chestnut Street, Suite 600
Philadelphia, PA 19145
akelser@odonoghuelaw.com
Telephone (215) 629-4970
Facsimile (215) 629-4996

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Complaint has been served by certified mail, as required by 502(h) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1132(h), on this 10th day of July 2025 on the following:

Secretary of the Treasury
15th. and Pennsylvania Ave., N.W.
Washington, DC 20220
ATTN: Employee Plans
Internal Revenue Service

Secretary of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
ATTN: Assistant Solicitor
for Plan Benefits Security

s/ Andrew Costa-Kelser
Andrew Costa-Kelser